FILED
2011 Dec-13 PM 02:25
U.S. DISTRICT COURT
N.D. OF ALABAMA

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

DENNIS KNIGHT and DEBORAH KNIGHT,	)	
Plaintiffs,	)	**CASE NUMBER: ____________**
v.	)	**Pending in the Circuit Court of Jefferson County, Alabama Case No: CV-2011-903955.00**
MERCHANTS ADJUSTMENT SERVICE, INC., et al.	)	
Defendants.	)	

NOTICE OF REMOVAL

COMES NOW the Defendant, Merchants Adjustment Service, Inc. ("MAS"), and hereby removes the above styled action from the Circuit Court of Jefferson County, Alabama pending as Civil Action Number: CV-2011-903955.00, to this United States District Court for the Northern District of Alabama, Southern Division by stating as follows:

1. Plaintiff served MAS with the Summons and Complaint on or about November 10, 2011.

2. All claims asserted within the Complaint relate directly to MAS's attempt to collect a debt owed by the Plaintiff, Mr. Dennis Knight. As such, the Complaint asserts claims against MAS for violations of the Fair Debt Collection Practices Act ("FDCPA") (Count I), as well as violations of state law claims of

Invasion of Privacy (Count II), Negligent, Wanton, and/or Intentional Hiring, Training and Supervision of Incompetent Debt Collectors (Count III), and Negligent, Wanton, and Intentional Conduct (Count IV). Also, the Plaintiffs preface their claims against MAS with allegations of Respondeat Superior Liability.

3. The United States District Court for the Northern District of Alabama, Southern Division encompasses the geographic area of the Circuit Court of Jefferson County, Alabama.

4. Copies of all process and pleadings served upon MAS in the state court, including the Case Action Summary from the State Judicial Information System web site Alacourt.com, are attached hereto as Exhibit A.

5. MAS gives prompt notice of its filing this Notice of Removal to all parties and to the Circuit Court of Jefferson County, Alabama, by filing a Notice of Filing Notice of Removal, attached as Exhibit B, together with a copy of this Notice of Removal, in the Circuit Court of Jefferson County, Alabama, and by serving same on all parties as provided in 28 U.S.C § 1446(d).

Jurisdiction Based Upon Federal Question

6. Pursuant to 28 U.S.C. § 1331, "[t]he district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."

7. The Complaint explicitly alleges claims against MAS pursuant to the FDCPA. Specifically, §§1692d, 1692d(2), 1692d(5), 1692d(6), 1692e, 1692e(2), 1692e(10), 1692e(11), 1692e(14) and 1692f.

8. The FDCPA provides: "An action to enforce any liability created by this title may be brought in any appropriate United States district court without regard to the amount in controversy . . . ." 15 U.S.C. § 1692k(d).

9. Actions brought in state court under the FDCPA are removable to the appropriate Federal District Court. *Lockard v. Equifax, Inc.*, 163 F.3d 1259, 1263 (11th Cir. 1999).

10. According to 28 U.S.C. § 1441(b), a defendant in a state court action may remove the action to federal court if the federal district court has "original jurisdiction founded on a claim or right arising under the Constitution, treaties, or laws of the United States."

11. Moreover, removal pursuant to 28 U.S.C. § 1441(b) is proper "without regard to the citizenship or residence of the parties."

12. When removal is based upon federal question jurisdiction, the defendant must demonstrate the existence of a federal question based on the well-pleaded complaint rule. *Marcus v. AT & T Corp.*, 138 F.3d 46, 52 (2nd Cir. 1998); *see also West 14th Street Commercial Corp. v. 5 West 14th Owners Corp.*, 815 F.2d 188, 192 (2nd Cir. 1987) (*stating* "[t]he [well-pleaded complaint] rule

provides that federal question jurisdiction exists only when the plaintiff's own cause of action is based on federal law . . . and only when plaintiff's well-pleaded complaint raises issues of federal law").

13. Because the Complaint explicitly alleges claims against MAS pursuant to the FDCPA, removal is proper under 28 U.S.C. § 1441(b).

Removal is Timely

14. Plaintiffs filed their Complaint on November 5, 2011, which raised a federal question by alleging violation of the FDCPA by MAS.

15. Per 28 U.S.C. § 1446(b): "The notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based . . . ."

16. MAS received a copy of the Summons and Complaint on November 10, 2011.

17. Therefore, this notice is being filed in a timely manner following MAS's receipt of a copy of the initial Pleadings.

Supplemental Jurisdiction

18. The Complaint alleges several claims against MAS based on Alabama common law for Invasion of Privacy (Count II), Negligent, Wanton, and/or

Intentional Hiring, Training and Supervision of Incompetent Debt Collectors (Count III), and Negligent, Wanton, and Intentional Conduct (Count IV).

19. Each of the Plaintiffs' state law claims against MAS are rooted upon alleged contacts and communications with the Plaintiffs regarding a debt. (See Exhibit C, Complaint).

20. The state law claims contained within the Complaint all relate and rest upon MAS's alleged violation of the FDCPA and provide for the Court's exercise of supplemental jurisdiction over all state law claims asserted against the Defendant.

21. To the extent the Plaintiffs' state law claims against MAS are not preempted by the FDCPA, this Court has supplemental jurisdiction over the Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367(a), which provides "the district courts shall have supplemental jurisdiction over all claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article II of the United States Constitution."

22. The crux of the Plaintiffs' state law claims and allegations against MAS relate directly to conduct alleged to be in violation of federal law (FDCPA), and therefore arise from the same case or controversy.

WHEREFORE, PREMISES CONSIDERED, Defendant Merchants Adjustment Service, Inc., requests this Court to enter an order effecting the removal of this action from the Circuit Court of Jefferson County, Alabama, to this Court and make such other orders as may be appropriate to effect the preparation and filing of a true record in this cause of all proceedings that may have been had in said Circuit Court.

DATED this 12 day of December, 2011.

Neal D. Moore, III (MOO 073)
Larry Young, Jr. (YOU049)
Attorneys for Merchants Adjustment Service, Inc.

OF COUNSEL:
FERGUSON, FROST & DODSON, LLP
2500 Acton Road, Suite 200
Post Office Box 430189
Birmingham, Alabama 35243-0189
205-879-8722 - phone
205-879-8831 – fax

CERTIFICATE OF SERVICE

This is to certify that on this the ____ day of December 2011, a copy of the forgoing document has been served upon counsel for all parties to this proceeding by the following method:

____X_____mailing the same by first-class United States mail, properly addressed and postage pre-paid

__________hand delivery

__________via facsimile

__________ E-File

John G. Watts
M. Stan Herring
Watts & Herring, LLC
The Kress Building
301 19th Street North
Birmingham, Alabama 35203
Phone:(205) 879-2447
Fax: (888) 522-7167

____
OF COUNSEL

EXHIBIT "A"

ALABAMA SJIS CASE DETAIL

DODSON **PREPARED FOR: AMY KNOWLES**

alacourt.com

County: **01** Case Number: **CV-2011-903955.00** Court Action:

Style: **DENNIS KNIGHT ET AL V. MERCHANTS ADJUSTMENT SERVICE, INC.**

REAL TIME

Case

Case Information

County:	JEFFERSON - BIRMINGHAM
Case Number:	CV-2011-903955.00
Judge ID:	RSV:ROBERT S. VANCE
Trial:	Jury
Style:	DENNIS KNIGHT ET AL V. MERCHANTS ADJUSTMENT SERVICE, INC.
Filed:	11/05/2011

Case Type

Code:	TOXX
Type:	OTHER TORT
Track	
Status:	A:ACTIVE
No of Plaintiffs:	002
No of Defendants:	001

Court Action

Dispositon JudgeID:	
Court Action:	
Judgment For:	
Trial days:	0
Lien:	0

Damages

Amount:	$0.00
Compensatory:	$0.00
Punitive:	$0.00
General:	$0.00
None:	

Other Actions

Continuance Date: # of Previous Continuances: 0000 Why:

Revised Judgment Date: Admin Date: 0000 Why:

Appeal Date: Court: Case:

Date Trial Began but No Verdict (TBNV1): 00000000 Date Trial Began but No Verdict (TBNV2):

Disposition Date: Disposition Type:

Comments

Comment 1:

Comment 2:

Settings

Court Dates

	Date:	Que:	Time:	Description:
1:		000	00:00	-
2:		000	00:00	-
3:		000	00:00	-
4:		000	00:00	-

Party 1 - C 001 - KNIGHT DENNIS

Party Information

Party: C 001 Name: KNIGHT DENNIS Type: I:Individual

Index: Y Alt Name: Judge ID: RSV

SSN: XXX-XX-X999 DOB: Sex: Race:

Address 1: C/O WATTS & HERRING, LLC Address 2: 301 19TH STREET NORTH

Phone: (205) 000-0000 City: BIRMINGHAM State: AL Zip: 35203-0000 Country: US

Dock: Notice: Entered:

Service Information

Issued: Type: ReIssue: Type:

Return: Type: Return: Type:

Service: Type: Service On: By:

Answer:	Type:	NS Not:	NA Not:
Warrant	Type:	Arrest:	

Court Action

Court action:	Date:	For	Exempt:
Amount: $0.00	Cost: $0.00	Other: $0.00	Satisfied:
Comment:			

Attorneys

Attorney 1: WAT056	Name: WATTS JOHN GRIFFIN	City: BIRMINGHAM	State: AL
Attorney 2: HER037	Name: HERRING MYLES STANLEY JR.	City: BIRMINGHAM	State: AL
Attorney 3:	Name:	City:	State:
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

Party 2 - C 002 - KNIGHT DEBORAH

Party Information

Party: C 002	Name: KNIGHT DEBORAH		Type: I:Individual
Index: Y	Alt Name:		Judge ID: RSV
SSN: XXX-XX-X999	DOB:	Sex:	Race:
Address 1: C/O WATTS & HERRING, LLC		Address 2: 301 19TH STREET NORTH	
Phone: (205) 000-0000	City: BIRMINGHAM	State: AL Zip: 35203-0000	Country: US
Dock:	Notice:	Entered:	

Service Information

Issued:	Type:	Reissue:	Type:
Return:	Type:	Return:	Type:
Service:	Type:	Service On:	By:
Answer:	Type:	NS Not:	NA Not:
Warrant	Type:	Arrest:	

Court Action

Court action:	Date:	For	Exempt:
Amount: $0.00	Cost: $0.00	Other: $0.00	Satisfied:
Comment:			

Attorneys

Attorney 1: WAT056	Name: WATTS JOHN GRIFFIN	City: BIRMINGHAM	State: AL
Attorney 2: HER037	Name: HERRING MYLES STANLEY JR.	City: BIRMINGHAM	State: AL
Attorney 3:	Name:	City:	State:
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

Party 3 - D 001 - MERCHANTS ADJUSTMENT SERVICE, INC.

Party Information

Party: D 001	Name: MERCHANTS ADJUSTMENT SERVICE, INC.		Type: B:Business
Index: Y	Alt Name:		Judge ID: RSV
SSN: XXX-XX-X999	DOB:	Sex:	Race:
Address 1: C/O B.W. SAVAGE		Address 2: 56 N. FLORIDA STREET	
Phone: (205) 000-0000	City: MOBILE	State: AL Zip: 36607-0000	Country: US
Dock:	Notice:	Entered:	

Service Information

Issued: 11/05/2011	Type: C:Certified mail	Reissue:	Type:
Return:	Type:	Return:	Type:
Service: 11/10/2011	Type: C:Certified Mail	Service On:	By:
Answer:	Type:	NS Not:	NA Not:
Warrant	Type:	Arrest:	

Court Action

Court action:	Date:	For	Exempt:
Amount: $0.00	Cost: $0.00	Other: $0.00	Satisfied:
Comment:			

Attorneys

Attorney 1: 000000	Name: ProSe	City:	State: AL
Attorney 2:	Name:	City:	State:
Attorney 3:	Name:	City:	State:
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

Financial

Fee Sheet

PR:	NO	Acct	Status	Checks	AdminFe	From	For	To	Total Due	Amt Paid	Balance	Hold Amt
		AOCC	A	A	N	C001	000	000	$7.23	$7.23	$0.00	0
		CVAP	A	A	N	C001	000	000	$100.00	$100.00	$0.00	0
		CV05	A	A	N	C001	000	000	$306.00	$306.00	$0.00	0
		JDMD	A	A	N	C001	000	000	$100.00	$100.00	$0.00	0
								TOTAL:	$513.23	$513.23	$0.00	$0.00

Financial History

Transaction Date	Transaction Type	Disb Acct	Payment From/To	Batch	Check or Receipt #	Amount	Fee	Money Type	Attorney	Operator
11/14/2011	R:RECEIPT		AOCC	2012031	52464100	$7.23	N	K		JUA
11/14/2011	R:RECEIPT		CVAP	2012031	52464200	$100.00	N	K		JUA
11/14/2011	R:RECEIPT		CV05	2012031	52464300	$306.00	N	K		JUA
11/14/2011	R:RECEIPT		JDMD	2012031	52464400	$100.00	N	K		JUA
11/14/2011	Z:FEE ADDED		AOCC		00000000	$7.23	N	O		JUA
11/14/2011	Z:FEE ADDED		CVAP		00000000	$100.00	N	O		JUA
11/14/2011	Z:FEE ADDED		CV05		00000000	$306.00	N	O		JUA
11/14/2011	Z:FEE ADDED		JDMD		00000000	$100.00	N	O		JUA

SJIS Witness List

Served	Ser. Type Prt	Name	Type	Party	Issued	Iss. Type	Reques

Case Action Summary - CV201190395500

Date:	Time	Code	Comments	Operator
11/05/2011	10:16:32	EFILE	COMPLAINT E-FILED.	WAT056
11/05/2011	10:17:19	FILE	FILED THIS DATE: 11/05/2011 (AV01)	AJA
11/05/2011	10:17:20	EORD	E-ORDER FLAG SET TO "N" (AV01)	AJA
11/05/2011	10:17:21	SCAN	CASE SCANNED STATUS SET TO: N (AV01)	AJA
11/05/2011	10:17:22	ORIG	ORIGIN: INITIAL FILING (AV01)	AJA
11/05/2011	10:17:23	ASSJ	ASSIGNED TO JUDGE: ROBERT S. VANCE (AV01)	AJA
11/05/2011	10:17:24	STAT	CASE ASSIGNED STATUS OF: ACTIVE (AV01)	AJA
11/05/2011	10:17:25	TDMJ	JURY TRIAL REQUESTED (AV01)	AJA

11/05/2011	10:17:26	C001	C001 PARTY ADDED: KNIGHT DENNIS (AV02)	AJA
11/05/2011	10:17:27	ATTY	LISTED AS ATTORNEY FOR C001: WATTS JOHN GRIFFIN	AJA
11/05/2011	10:17:28	ATTY	LISTED AS ATTORNEY FOR C001: HERRING MYLES STANLE	AJA
11/05/2011	10:17:29	EORD	C001 E-ORDER FLAG SET TO "N" (AV02)	AJA
11/05/2011	10:17:32	C002	C002 PARTY ADDED: KNIGHT DEBORAH (AV02)	AJA
11/05/2011	10:17:33	ATTY	LISTED AS ATTORNEY FOR C002: WATTS JOHN GRIFFIN	AJA
11/05/2011	10:17:34	ATTY	LISTED AS ATTORNEY FOR C002: HERRING MYLES STANLE	AJA
11/05/2011	10:17:35	EORD	C002 E-ORDER FLAG SET TO "N" (AV02)	AJA
11/05/2011	10:17:38	D001	D001 PARTY ADDED: MERCHANTS ADJUSTMENT SERVICE, IN	AJA
11/05/2011	10:17:39	ATTY	LISTED AS ATTORNEY FOR D001: PRO SE (AV02)	AJA
11/05/2011	10:17:40	SUMM	CERTIFIED MAI ISSUED: 11/05/2011 TO D001 (AV02)	AJA
11/05/2011	10:17:41	EORD	D001 E-ORDER FLAG SET TO "N" (AV02)	AJA
11/05/2011	10:17:52	EFILE	COMPLAINT - SUMMONS	
11/15/2011	8:04:48	SERC	SERVICE OF CERTIFIED MAI ON 11/10/2011 FOR D001	LOH

END OF THE REPORT

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ELECTRONICALLY FILED
11/5/2011 10:16 AM
CV-2011-903955.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

State of Alabama Unified Judicial System Form ARCiv-93 Rev.5/99	COVER SHEET CIRCUIT COURT - CIVIL CASE (Not For Domestic Relations Cases)	Case Number: 01-CV-201 Date of Filing: 11/05/2011

GENERAL INFORMATION

IN THE CIRCUIT OF JEFFERSON COUNTY, ALABAMA
DENNIS KNIGHT ET AL v. MERCHANTS ADJUSTMENT SERVICE, INC.

First Plaintiff: ☐ Business ☑ Individual ☐ Government ☐ Other

First Defendant: ☑ Business ☐ Individual ☐ Government ☐ Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- ☐ WDEA - Wrongful Death
- ☐ TONG - Negligence: General
- ☐ TOMV - Negligence: Motor Vehicle
- ☐ TOWA - Wantonnes
- ☐ TOPL - Product Liability/AEMLD
- ☐ TOMM - Malpractice-Medical
- ☐ TOLM - Malpractice-Legal
- ☐ TOOM - Malpractice-Other
- ☐ TBFM - Fraud/Bad Faith/Misrepresentation
- ☑ TOXX - Other: FDCPA

TORTS: PERSONAL INJURY

- ☐ TOPE - Personal Property
- ☐ TORE - Real Property

OTHER CIVIL FILINGS

- ☐ ABAN - Abandoned Automobile
- ☐ ACCT - Account & Nonmortgage
- ☐ APAA - Administrative Agency Appeal
- ☐ ADPA - Administrative Procedure Act
- ☐ ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- ☐ MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve
- ☐ CVRT - Civil Rights
- ☐ COND - Condemnation/Eminent Domain/Right-of-Way
- ☐ CTMP-Contempt of Court
- ☐ CONT-Contract/Ejectment/Writ of Seizure
- ☐ TOCN - Conversion
- ☐ EQND- Equity Non-Damages Actions/Declaratory Judgment/Injunction Election Contest/Quiet Title/Sale For Division
- ☐ CVUD-Eviction Appeal/Unlawfyul Detainer
- ☐ FORJ-Foreign Judgment
- ☐ FORF-Fruits of Crime Forfeiture
- ☐ MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- ☐ PFAB-Protection From Abuse
- ☐ FELA-Railroad/Seaman (FELA)
- ☐ RPRO-Real Property
- ☐ WTEG-Will/Trust/Estate/Guardianship/Conservatorship
- ☐ COMP-Workers' Compensation
- ☐ CVXX-Miscellaneous Circuit Civil Case

ORIGIN: F ☑ **INITIAL FILING** A ☐ **APPEAL FROM DISTRICT COURT** O ☐ **OTHER** ______

R ☐ **REMANDED** T ☐ **TRANSFERRED FROM OTHER CIRCUIT COURT**

HAS JURY TRIAL BEEN DEMANDED? ☑ **Yes** ☐ **No**

RELIEF REQUESTED: ☑ **MONETARY AWARD REQUESTED** ☐ **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE: WAT056 11/5/2011 10:13:24 AM /s/ JOHN GRIFFIN WATTS

MEDIATION REQUESTED: ☐ **Yes** ☑ **No** ☐ **Undecided**

ELECTRONICALLY FILED
11/5/2011 10:16 AM
CV-2011-903955.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DENNIS KNIGHT and DEBORAH KNIGHT, individuals	)	
Plaintiffs,	)	
	)	**CASE NUMBER:**
v.	)	
MERCHANTS ADJUSTMENT SERVICE, INC., a Corporation, ; FICTITIOUS DEFENDANTS A, B and C being that person, entity or individual who collected on the Cardiology PC account; FICTITIOUS DEFENDANTS D, E, and F, being that person, entity or individual who negligently hired, trained and supervised the person or entity charged with collecting on the Cardiology PC account; FICTITIOUS DEFENDANTS G, H, and I, being that person, entity or individual who threatened or did cause harm to Plaintiffs including credit reporting; FICTITIOUS DEFENDANTS J, K. and L, being that person, entity or individual who committed the wrongful acts alleged in the Complaint. Names of the Fictitious parties are unknown to the Plaintiffs at this time but will be added by amendment when ascertained,	)	
Defendants.	)	

COMPLAINT

COME NOW the Plaintiffs, by and through counsel, and for their Complaint against the Defendant state as follows:

1. This action arises out of Defendant's repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"), out of state law violations and out of the invasions of Plaintiffs' personal and financial privacy by the Defendant and its agents in their illegal efforts to collect a consumer debt from Plaintiffs.

2. Congress found it necessary to pass the FDCPA due to rampant abusive practices by dishonorable debt collectors. 15 USC § 1692 is entitled "Congressional findings and declaration of purpose" and it states as follows:

> (a) There is **abundant evidence** of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. **Abusive debt collection practices contribute** to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy**.
>
> (b) Existing laws and procedures for redressing these injuries are inadequate to protect consumers.
>
> (c) **Means other than** misrepresentation or other **abusive debt collection practices are available for the effective collection of debts**.
>
> (d) Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.
>
> (e) It is the **purpose** of this title to **eliminate abusive debt collection practices** by debt collectors, to **insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged**, and to promote consistent State action to protect consumers against debt collection abuses.

[Emphasis added].

PARTIES

3. Plaintiff Dennis Knight (hereinafter "Plaintiff") is a natural person who is a resident and citizen of Alabama.

4. Plaintiff Deborah Knight (hereinafter "Plaintiff") is a natural person who is a resident and citizen of Alabama.

5. Defendant Merchants Adjustment Service, Inc., ("Merchants Adjustment[1]") is a domestic debt collection firm that engages in the business of debt collection. Its principal place of business is the State of Alabama and it is incorporated in Alabama.

[1] "Merchants Adjustment" or "Defendant" means all named defendants and all fictitious defendants.

6. FICTITIOUS DEFENDANTS A, B and C being that person, entity or individual who collected on the Cardiology PC account; FICTITIOUS DEFENDANTS D, E, and F, being that person, entity or individual who negligently hired, trained and supervised the person or entity charged with collecting on the Cardiology PC account; FICTITIOUS DEFENDANTS G, H, and I, being that person, entity or individual who threatened or did cause harm to Plaintiffs including credit reporting; FICTITIOUS DEFENDANTS J, K. and L, being that person, entity or individual who committed the wrongful acts alleged in the Complaint. Names of the Fictitious parties are unknown to the Plaintiffs at this time but will be added by amendment when ascertained.

FACTUAL ALLEGATIONS

7. Plaintiffs allegedly incurred a financial obligation that was primarily for personal, family or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

8. The alleged debt at issue relates to a medical bill incurred by Dennis Knight.

9. The medical bill meets the definition of personal or household debt.

10. Merchants Adjustment took the position that Deborah Knight was responsible for paying this bill and therefore Deborah Knight, along with her husband Dennis Knight, is a consumer under the FDCPA.

11. Merchants Adjustment instituted a deliberate and premeditated plan of abusive collection practices against Plaintiffs.

12. The collection efforts by Merchants Adjustment have occurred within the last 12 months against Plaintiffs.

13. Plaintiffs were particularly disturbed by the collection activities, which included a letter and a large number of annoying and harassing phone calls from Merchants Adjustment.

14. Plaintiffs do not know the identities of the individual debt collectors who violated their rights but will add such individuals when provided this information in the initial discovery responses of Merchants Adjustment.

15. A "Mr. Pete" was the primary collector calling but he never revealed his full or true identity, but he will be added as a Defendant as soon as his identity is learned.

16. During phone calls, Merchants Adjustment has been rude and abusive and has interrupted the Plaintiffs while the Plaintiffs have attempted to explain their financial situation.

17. Merchants Adjustment has told Plaintiffs to "shut up" when Plaintiffs tried to speak with Merchants Adjustment.

18. The medical bill was not submitted to insurance by the medical provider for at least a year and this contributed to the alleged delinquent state of the debt.

19. Plaintiffs were paying on the debt but Plaintiff Dennis Knight became very ill and missed approximately six (6) weeks of work, which further contributed to Plaintiffs' financial situation.

20. Merchants Adjustment has not wanted to hear any explanation from Plaintiffs but, instead, insists that Plaintiffs must pay this debt immediately.

21. Merchants Adjustment has been abrasive, rude, and has used harsh language against Plaintiffs, as well as repeatedly calling to annoy and harass Plaintiffs.

22. Due to the harassing conduct of Merchants Adjustment, Plaintiffs were forced to use a credit card to pay $500.00 which put the credit card over the limit.

23. This was a desperate attempt to get Merchants Adjustment to stop its abuse of Plaintiffs.

24. In this, Plaintiffs failed as the abuse intensified.

25. All of the collection efforts by Merchants Adjustment have been intentional and deliberate.

26. These collection efforts have not been haphazard.

27. Merchants Adjustment has refused to apologize to the Plaintiff in writing for its collection conduct.

28. Merchants Adjustment has refused to apologize orally to the Plaintiff for its collection conduct.

29. Indeed, Merchants Adjustment feels no remorse or sorrow for the way in which it has treated Plaintiff.

30. Merchants Adjustment intends to continue collection activities against Plaintiffs.

31. Until this lawsuit was received, Merchants Adjustment planned on continuing collection activities against Plaintiffs.

32. Merchants Adjustment admits that the Plaintiffs are consumers under the FDCPA, Section 1692a(3).

33. Merchants Adjustment admits that the alleged debt qualifies as household or personal debt under the FDCPA, Section 1692a(5).

34. Merchants Adjustment admits that it is a debt collector under the FDCPA (Section 1692a(6)) with respect to its conduct towards the Plaintiffs.

35. Merchants Adjustment refuses to properly and full identify itself and give proper disclosures in all of its communications with Plaintiffs, all of which are required by 1692d(c), 1692e(11) and 1692e(14).

SUMMARY

36. All of the above-described collection communications made to Plaintiff by Merchants Adjustment and collection agents of Merchants Adjustment were made in violation of the FDCPA.

37. Merchants Adjustment violated numerous sections of the FDCPA, including, but not limited to: 1692d, 1692d(2), 1692d(5), 1692d(6), 1692e, 1692e(2), 1692e(10), 1692e(11), 1692e(14), and 1692f.

38. The above-detailed conduct by Merchants Adjustment of harassing Plaintiffs in an effort to collect this debt was also an invasion of Plaintiffs' privacy and resulted in actual damages to the Plaintiffs.

39. The above detailed conduct by Merchants Adjustment reflects its knowledge and appreciation for the harm that would naturally and likely happen to Plaintiffs and with full knowledge thereof Merchants Adjustment willfully, maliciously, recklessly, and/or negligently undertook its actions and it was successful in causing the harm to the Plaintiffs that Merchants Adjustment wanted to cause.

40. This abusive collection by Merchants Adjustment and its agents caused Plaintiffs stress and anguish.

41. Merchants Adjustment's attempts to collect this debt from Plaintiffs and refusal to stop violating the law was an invasion of Plaintiffs' privacy and Plaintiffs' right to be left alone.

42. Plaintiffs have suffered actual damages as a result of these illegal collection communications by Merchants Adjustment in the form of anger, anxiety, emotional distress, fear, frustration, damage to reputation, upset, humiliation, embarrassment, amongst other negative emotions,

as well as suffering from unjustified and abusive invasions of personal privacy, which was due to the illegal conduct of Merchants Adjustment.

43. The only way that abusive debt collectors like Merchants Adjustment will stop their abusive practices towards consumers is by a jury verdict fully compensating Plaintiffs for the harm done to Plaintiff and by a significant punitive damage award.

44. A significant punitive damage award will get the attention of Merchants Adjustment and other abusive debt collectors so that they will realize that it no longer makes economic sense to abuse consumers and to gain an unfair competitive advantage over honorable, law abiding collectors.

45. A full compensatory damage award and a full punitive damage award will accomplish the goals of Congress in passing the FDCPA - stop abusive collection practices against consumers and prevent dishonorable debt collectors from having an unfair advantage over collectors that operate within the boundaries of the law.

RESPONDEAT SUPERIOR LIABILITY

46. The acts and omissions of Merchants Adjustment's agents who communicated with Plaintiffs as more further described herein, were committed within the line and scope of their agency relationship with their principal Merchants Adjustment.

47. The acts and omissions by these other debt collectors were incidental to, or of the same general nature as, the responsibilities these agents were authorized to perform by Merchants Adjustment in collecting consumer debts.

48. By committing these acts and omissions against Plaintiffs, these other debt collectors were motivated to benefit their principal Merchants Adjustment.

49. Merchants Adjustment is therefore liable to Plaintiffs through the doctrine of Respondeat Superior for the wrongful, intentional, reckless, and negligent acts, errors, and omissions done in violation of state and federal law by its collection employees, including but not limited to violations of the FDCPA and Alabama tort law, in their attempts to collect this debt from Plaintiff.

50. Merchants Adjustment negligently and/or wantonly and/or hired, retained, trained or supervised incompetent debt collectors and are thereby responsible to the Plaintiff for the wrongs committed against Plaintiff and the damages suffered by Plaintiff.

CAUSES OF ACTION

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692 et seq.

51. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

52. The acts and omissions of Merchants Adjustment and its agents constitute numerous and multiple violations of the FDCPA with respect to the Plaintiffs including, but not limited to the following: 1692d, 1692d(2), 1692d(5), 1692d(6), 1692e, 1692e(2), 1692e(10), 1692e(11), 1692e(14), and 1692f.

53. As a result of Merchants Adjustment's violations of the FDCPA, Plaintiffs are entitled to statutory damages; actual and compensatory damages; and reasonable attorney's fees, expenses and costs.

COUNT II.

INVASION OF PRIVACY

54. Plaintiffs incorporate by reference all of the paragraphs of this Complaint as though fully stated herein.

55. Alabama law recognizes Plaintiffs' right to be free from invasions of privacy and Merchants Adjustment violated Alabama state law as described in this Complaint.

56. Congress explicitly recognized a consumer's inherent right to privacy in collection matters in passing the Fair Debt Collection Practices Act, when it stated as part of its findings:

> **Abusive debt collection practices contribute** to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy.**

15 U.S.C. § 1692(a) (emphasis added).

57. Congress further recognized a consumer's right to privacy in financial data in passing the Gramm Leech Bliley Act, which regulates the privacy of consumer financial data for a broad range of "financial institutions" including debt collectors (albeit without a private right of action), when it stated as part of its purposes:

> It is the policy of the Congress that **each financial institution has an affirmative and continuing obligation to respect the privacy of its customers** and to protect the security and confidentiality of those customers' nonpublic personal information.

15 U.S.C. § 6801(a) (emphasis added).

58. Merchants Adjustment and/or its agents intentionally, recklessly, and/or negligently interfered, physically or otherwise, with the solitude, seclusion and or private concerns or affairs of the Plaintiffs, namely, by repeatedly and unlawfully attempting to collect a debt and thereby invaded Plaintiffs' privacy.

59. Merchants Adjustment and its agents intentionally, recklessly, and/or negligently caused emotional harm to Plaintiffs by engaging in highly offensive conduct in the course of collecting this debt, thereby invading and intruding upon Plaintiffs' right to privacy.

60. Plaintiffs had a reasonable expectation of privacy in Plaintiffs' solitude, seclusion, private concerns or affairs, and private financial information.

61. The conduct of Merchants Adjustment and its agents, in engaging in the above-described illegal collection conduct against Plaintiffs, resulted in multiple intrusions and invasions of privacy by Merchants Adjustment which occurred in a way that would be highly offensive to a reasonable person in that position.

62. The conduct of Merchants Adjustment went beyond the bounds of reasonableness in the collection of the alleged debt for all of the reasons asserted in this Complaint and based upon the evidence which will be presented at trial.

63. As a result of such intrusions and invasions of privacy, Plaintiffs are entitled to actual damages in an amount to be determined at trial from Merchants Adjustment.

64. All acts of Merchants Adjustment and its agents and/or employees were committed with malice, intent, wantonness, and/or recklessness and as such Merchants Adjustment is subject to punitive damages.

COUNT III.

NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING, TRAINING AND SUPERVISION OF INCOMPETENT DEBT COLLECTORS

65. Plaintiffs incorporate by reference all of the paragraphs of this Complaint as though fully stated herein.

66. Merchants Adjustment negligently, wantonly, and/or intentionally hired, retained, trained, or supervised incompetent debt collectors, who were allowed or encouraged to violate the

law as was done to Plaintiffs, and are thereby responsible to the Plaintiffs for the wrongs committed against Plaintiffs and the damages suffered by Plaintiffs.

67. Had Merchants Adjustment hired competent debt collectors, the violations described in this Complaint would not have occurred.

68. Had Merchants Adjustment properly trained and/or supervised the debt collectors, the violations described in this Complaint would not have occurred.

69. The Merchants Adjustment carried out its hiring, supervision and training activities in a negligent manner and also in a reckless, malicious, and/or intentional manner.

70. Merchants Adjustment knew that the actions it was taking against the Plaintiffs would likely, and certainly, cause the exact type of injuries and damages that Plaintiffs suffered at the hands of the Merchants Adjustment.

COUNT IV

NEGLIGENT, WANTON, AND INTENTIONAL CONDUCT

71. All paragraphs of this Complaint are expressly adopted and incorporated herein as if fully set forth herein.

72. Merchants Adjustment owes a duty to anyone it comes in contact with to act reasonably so as to not unreasonably cause harm.

73. Merchants Adjustment owes a duty to consumers against whom it is collecting to act reasonably.

74. All of the actions described in this Complaint demonstrate that Merchants Adjustment did not act reasonably towards the Plaintiffs.

75. Merchants Adjustment, by its described conduct, breached its duty to act reasonably towards Plaintiffs.

76. Merchants Adjustment proximately caused injuries and damages to Plaintiffs which were of the precise nature that Merchants Adjustment anticipated causing when it breached its duty to act reasonably.

77. Merchants Adjustment knew, or should have known, that its conduct was likely to lead to the Plaintiffs' injuries yet it acted despite this knowledge.

78. Merchants Adjustment acted with full knowledge and with the design and intent to cause harm to Plaintiffs.

79. Merchants Adjustment was successful in its design, intent, and plan to cause harm to Plaintiffs and this is the corporate policy of Merchants Adjustment when dealing with consumers who do not pay debts that Merchants Adjustment alleges are owed.

80. Merchants Adjustment acted with negligence, malice, wantonness, recklessness, and/or intentional conduct in its dealings with and about Plaintiffs as set forth in this Complaint.

81. Merchants Adjustment violated all of the duties Merchants Adjustment had and such violations were made intentionally, willfully, recklessly, maliciously, wantonly, and negligently.

82. It was foreseeable, and Merchants Adjustment did in fact foresee it, the actions of the Merchants Adjustment would lead and did lead to the exact type of harm suffered by Plaintiffs.

83. Merchants Adjustment acted with negligence, malice, wantonness, recklessness, and/or intentional conduct in its dealings with and about Plaintiffs as set forth in this Complaint.

84. Merchants Adjustment invaded the privacy of Plaintiffs as set forth in Alabama law.

85. Such negligence, malice, wantonness, recklessness, willfulness, and/or intentional conduct proximately caused the damages set forth in this complaint.

86. As a result of this conduct, action, and inaction of Merchants Adjustment, Plaintiffs have suffered damage as set forth in this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that judgment be entered against Merchants Adjustment:

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692 et seq.

- for an award of actual and/or compensatory damages;
- for an award of statutory damages;
- for an award of expenses, costs of litigation and reasonable attorney's fees; and
- for such other and further relief as may be just and proper.

COUNT II.

INVASION OF PRIVACY

- for an award of actual damages from Merchants Adjustment for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent state law violations in an amount to be determined at trial for Plaintiffs;
- punitive damage; and
- for such other and further relief as may be just and proper.

COUNT III.

NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING, TRAINING AND SUPERVISION OF INCOMPETENT DEBT COLLECTORS

- for an award of actual damages from Merchants Adjustment for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent violations of state law in an amount to be determined at trial for Plaintiffs;

- punitive damage; and
- for such other and further relief as may be just and proper.

COUNT IV.

NEGLIGENT, WANTON, AND INTENTIONAL CONDUCT

- for an award of actual damages from Merchants Adjustment for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent violations of state law in an amount to be determined at trial for Plaintiffs;
- punitive damages; and
- for such other and further relief as may be just and proper.

Respectfully Submitted,

/s/ John G. Watts
John G. Watts (WAT056)
M. Stan Herring (HER037)
Attorneys for Plaintiffs

OF COUNSEL:
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The Kress Building
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(205) 879-2447
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john@wattsherring.com
stan@wattsherring.com

PLAINTIFFS DEMAND A TRIAL BY JURY IN THIS CAUSE.

/s/ John G. Watts
Attorney for Plaintiffs

Serve defendant via certified mail at the following address:

Merchants Adjustment Service, Inc.
c/o B.W. Savage
56 N. Florida Street
Mobile, Alabama 36607

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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DENNIS KNIGHT and DEBORAH KNIGHT, individuals	)	
Plaintiffs,	)	**CASE NUMBER:**
v.	)	
MERCHANTS ADJUSTMENT SERVICE, INC., et al.,	)	
Defendants.	)	

PLAINTIFFS' INTERROGATORIES, REQUESTS FOR ADMISSION, REQUESTS FOR PRODUCTION OF DOCUMENTS, AND REQUEST FOR PRODUCTION OF STATEMENTS TO DEFENDANT MERCHANTS ADJUSTMENT SERVICE, INC.

PLEASE TAKE NOTICE that pursuant to the Rules of Civil Procedure, Plaintiffs propound the following discovery interrogatories and requests:

INSTRUCTIONS

Any references to "Defendant", "Defendants", "Defendant's" or "Defendant(s)" shall be treated as referring to each and every Defendant named within this lawsuit, individually and collectively, as may be appropriate. As used in these interrogatories and requests, any references indicating the use of masculine or feminine and any references indicating the use of singular or plural, shall be used interchangeably.

If any objection is made to any of the following interrogatories or discovery requests, the Defendants shall make any such objection and state the relevant legal basis for such objection. If any objection is made based upon a claim of privilege as to any response, Defendants shall state the legal basis for the privilege Defendants are invoking and provide a detailed privilege log to support the invocation of such privilege.

Each and every interrogatory and discovery request herein is deemed continuing in nature pursuant to the Rules of Civil Procedure, and Defendants are obligated to seasonably amend and provide any updated information that renders the responses to one or more of these interrogatories and discovery requests, incomplete or inaccurate, and serve those amended responses upon the undersigned Plaintiffs' counsel.

As used in these interrogatories and discovery requests, the term "document" or "documents" means every writing or recorded material of every type and description, of any kind, that is in the possession, control or custody of Defendants, which Defendants have knowledge, whether originals, copies or facsimiles. Such writings or recordings include, but are not limited to, collection notes, electronic computer collection records, printouts of collection records, sample collection letters, Metro-data tapes, diskettes, computer hard drives, tape backups, Zip-type disks, magnetic media of any kind, CD-ROM, DVD, correspondence, memoranda, stenographic notes, handwritten notes, contracts, documents, rough drafts, inter-office memoranda, memoranda for the files, letters, research materials, logs, diaries, forms, bank statements, tax returns, card files, books of account, journals, ledgers, invoices, diagrams, minutes, manuals, studies, publications, pamphlets, pictures, films, voice recordings, reports, surveys, minutes, statistical compilations, data processing cards, computer records, tapes, print-outs, agreements, communications, state and federal governmental hearings, reports, correspondence, telegrams, memoranda, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, diaries, graphs, notebooks, note charts, charts, plans, drawings, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, video tape, motion picture film, digital photographs, brochures, advertisements, circular, press releases, drafts, any marginal comments appearing on any document, all other writings, books of all nature and kind whether handwritten, typed, printed, mimeographed, photocopied or otherwise reproduced, all tape recordings (whether for computer, audio, or visual replay) and all other written, printed, and recorded matter or tangible things upon which words, phrases, symbols or information of any kind are recorded, encrypted or otherwise stored.

A request to "identify" a document is a request to state the following, as applicable:

a. The date of the document;

b. The type of document;

c. The names and present addresses of the person or persons who prepared the document and of the signers and addressors of the document;

d. The name of the employer or principal whom the signers, addressers and preparers were representing;

e. The present location of the document;

f. The name and current business and home addresses of the present custodian of the original document, and any copies of it;

g. A summary of the contents of the document; and

h. If the original document was destroyed, the date and reason for or circumstances under which it was destroyed.

Plaintiffs request that the documents be made available for this inspection at the offices of counsel for Plaintiffs at **The Kress Building 301 Nineteenth Street North, Birmingham, Alabama 35203**.

These interrogatories and discovery requests are intended to cover all documents in Defendants' possession, or subject to their custody and control, regardless of location. If there are no such documents, please so state. If there are such documents, please list and mark appended documents responsive to each request. (Rules of Civil Procedure, Rule 34(b)).

Each interrogatory propounded herein should be answered upon Defendants entire knowledge from all sources and all information in Defendants' possession or otherwise available to Defendant, including information from Defendants' officers, employees, agents, representatives or consultants and information which is known by each of them. An incomplete or evasive answer is deemed a failure to answer.

If any answer is qualified, Defendants shall state specifically the terms of each qualification and the reasons for it. If an interrogatory cannot be answered in full, state the part which can be answered and answer the same in full to the extent possible; state further and specifically the reason(s) why the remainder cannot be answered.

If any interrogatory may be answered fully by a document, the document may be attached in lieu of an answer if the document is marked to refer to the Interrogatory to which it responds.

For purpose of these requests, a statement is (a) a written statement signed or otherwise adopted or approved by the person making it, or (b) stenographic, mechanical, electrical, or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

Unless otherwise stated all discovery requests cover a time period of three (3) years prior to the filing of the suit to the day the Defendant responds to the discovery.

INTERROGATORIES

Pursuant to Rule 33 of the Rules of Civil Procedure, Plaintiff requests that Defendant(s) answer, under oath, the following interrogatories:

1. Identify all documents, witnesses, and facts that relate to your affirmative defense of "bona fide error" under the FDCPA.

2. Identify all documents, witnesses, and facts that relate in any way to each and every affirmative defense pled in your answer or any amendment thereto.

3. Identify and describe each communication, or attempted communication, between the Defendants and the Plaintiffs, or any other person, which is in any way related to the Plaintiff's alleged debt, by stating the following:

   a. The name of the individual initiating communication;

   b. The name of the person and/or description of the person to whom the communication was directed;

   c. The date and time of the communication;

   d. The method of the communication (e.g. letter, phone call, in-person, auto dialer, pre-recorded message, predictive dialer, etc);

   e. A detailed description of the substance of the communication, (do not simply refer to collection notes);

   f. Identification of all witnesses to or participants in the communication; and,

   g. Any actions taken by any Defendant as a result of the communication.

4. Identify all lawsuits brought against Defendants at any time arising out its collection or attempted collection activities, and for any reason, by supplying the correct legal caption,

the court file number, the jurisdiction, the date of filing, and the final disposition or current status.

5. Identify and describe all documents, manuals, instructions, checklists, memorandum, restrictions or other documentation or instructions that Defendants or Defendant's employees or agents are given, read, review, or otherwise use, regarding the collection of debts.

6. For each individual person, officer, employee, agent, or other entity answering or providing any information used by Defendants to answer any Interrogatory, state the following:

   a. First, last, and middle legal name;

   b. All DBA, fake, or alias name(s) used by this person;

   c. Job title or capacity;

   d. Business address and telephone number;

   e. Home address and telephone number;

   f. Age;

7. Identify each document referred to or consulted by Defendants in the preparation of the Answers to these Interrogatories and discovery requests made within this entire document.

8. Identify all persons known to Defendants to have personal knowledge of any facts or issues involved in this lawsuit, state the following:

   a. First, last, and middle legal name;

   b. All DBAs, fake, or alias name(s) used by this person;

   c. Job title or capacity;

   d. Business address and telephone number;

   e. Home address and telephone number;

f. Age;

g. State the general substance of each person's knowledge.

9. Identify and describe with particularity all training that Defendants provide or receive, in the area of debt collection activities, including but not limited to:

a. The training content, timing, and duration;

b. All documents and audio or visual materials used in such training; and

c. Each person involved in providing such training.

10. Identify and describe Defendants' disciplinary policy/policies for violating state and federal debt collection laws, and for violating other state or federal laws in the course of collecting debts of any kind.

11. Identify and describe any and all documents that describe, record, or establish Defendants' methods and techniques used to collect debts.

12. Identify and describe fully any and all computerized, mechanical, manual, or other system(s) that Defendants use, maintain, or operate to record any and all mail, telephone, in-person, or other forms of communications, or attempted communications, with persons or other third parties in connection with the collection of accounts, and Defendants' policies and procedures for operating such a system of records.

13. Identify whether any or all of the Defendants electronically record telephone calls by any means with any persons and what steps are taken to preserve these recordings.

14. Identify whether any or all of the Defendants recorded any telephone call with the Plaintiffs and whether or not these recordings have been preserved, and the current location and/or disposition of these recordings.

15. Identify the original creditor of the alleged debt that Defendants were trying to collect from Plaintiffs and provide the original creditor's full legal name, address, city, state and zip code, and telephone number.

16. In the form of a chronology, identify and describe in detail and with particularity, the process, events, and circumstances under which the debt allegedly owed by Plaintiffs was originated, referred, placed or otherwise assigned to the Defendants for collection, identifying all documents relevant to, related to, or reflecting such referral, placement or assignment.

17. Identify the business name, address, and telephone number of all persons, companies, corporations, or other entities who provided local or long distance telephone services of any kind to Defendants' business, as well as identifying the telephone numbers and account numbers for each such local and long distance service provider.

18. Identify every single local or long distance telephone number used by Defendants in the course of their business/businesses or otherwise which is used, accessible, or made available at any time, to any employee, as well as identifying account numbers for each such local and long distance service provider.

19. Identify the full legal name, address, telephone, position, and title of all former employees of Defendants who in any manner were involved with the account of the Plaintiffs.

20. Identify all legal claims, equitable claims, regulatory complaints, regulatory reports, arbitrations, mediations, in-court settlements, out-of-court settlements, or any other proceedings, formal or informal, Better Business Bureau, Commerce Department, or other regulatory complaints made against Defendants or their collection employees at any time arising out its collection or attempted collection activities, and for any reason, by supplying

the correct caption (if any), the name(s) of the complaining party, the file number, the jurisdiction, the date of filing, and the final disposition or current status of the claim, complaint or proceeding.

21. Identify all persons or entities who were your clients or who you represented in the collection of the alleged debt against Plaintiffs.

REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 34 of the Rules of Civil Procedure, Plaintiffs request that Defendants produce the documents described herein and permit Plaintiffs' attorneys to inspect and copy such documents as they may desire:

1. Any and all documents identified, consulted, reviewed or referred to in Response to all sets of Plaintiffs' Interrogatories, Request for Admissions, and Requests for Statements.

2. Any and all documents summarizing, describing, instructing, detailing, or otherwise training any and all of Defendants' employees and agents in any and all of the following areas:

   a. Collection policies;

   b. Collection procedures;

   c. Collection methods;

   d. Collection techniques;

   e. Collection tactics;

   f. Collection rules;

   g. Collection regulations; and

   h. Compliance with local, state, or federal laws, codes, or regulations.

3. Any and all training, personnel, or other instruction manuals used by any and all collection personnel who are employed by or who are agents of Defendants or supervised by Defendants.

4. Any and all collection software manuals and/or instruction guides for each and every computer system, software package, software system, telephone system, electronic device, or non-electronic device used in any manner by Defendants in collecting debts.

5. Any and all documents related to or evidencing any and all lawsuits, legal claims, equitable claims, regulatory complaints, regulatory reports, arbitrations, mediations, in-court settlements, out-of-court settlements, or any other proceedings, formal or informal, to which any Defendant has been named as a witness or a party, that have existed or been brought with respect to or involving any Defendant, and which involved as all or part of their subject matter debt collection activities.

6. Any and all personnel files, human resource department records, employment files, and other documents including but not limited to all disciplinary notices, performance appraisals, written or verbal reprimands, incident reports, job applications, résumés, memos, and or electronic recordings of collection communications that were the subject of private or other complaints by any person, for every Defendant, person, employee, agent, assignee who collected or attempted to collect the alleged debt from the Plaintiffs.

7. Copies of any and all state-issued collection agency license(s) issued to any Defendant for the states in which Defendant is located and for the state in which Plaintiffs reside.

8. Any and all documents in the possession or control of the Defendants which any Defendant claims are in any way relevant to the subject matter of the instant lawsuit.

9. Any and all documents or recordings documenting, or otherwise tracking Defendants' attempts to collect a debt from Plaintiffs, including but not limited to:

   a. Records of all inbound or outbound telephone calls, to or from any Plaintiff;

   b. Records of all inbound or outbound United States mail, to or from any Plaintiff.

   c. Records of all other inbound or outbound communication of whatever kind, to or from any Plaintiff.

10. Any and all printouts computer, mechanical or other reports printed, prepared, or otherwise created using any computer system, software package, software system, or other electronic or non-electronic device used in any manner by Defendants to collect debts, which include any Plaintiffs' name, address, telephone number(s), account number, or any other information which is personally identifiable to any Plaintiff.

11. A plain-English description or glossary for any and all lists, legends, codes, abbreviations, collector initials, or other non-obvious terms, words, or data contained in any of the documents produced above.

12. Exemplars of any and all orientation, new hire, or any other manual given to natural persons employed by any Defendant to collect debts at the commencement of that person's employment.

13. Any and all documents relating in any manner to your affirmative defense of bona fide error.

14. Any and all documents relating to any affirmative defense.

15. Exemplars of any and all documents of whatever kind given to natural persons employed by any Defendant to collect debts at the commencement of that person's employment.

REQUEST FOR PRODUCTION OF STATEMENTS

Pursuant to Rule 26 and 34 of the Rules of Civil Procedure, Plaintiff demands that copies of the following be made available:

1. All statements made by parties and non-parties, which are in the possession or control of any Defendant(s), concerning the above action or its subject matter which are discoverable pursuant to the Rules of Civil Procedure.

REQUEST FOR ADMISSIONS

Pursuant to the Rules of Civil Procedure the Plaintiffs demand that the following be admitted or denied:

1. The debt being collected is a consumer debt as defined by the FDCPA.
2. You are a "debt collector" as defined by the FDCPA.
3. You agree a debt collector who violates the FDCPA should apologize to the consumer.
4. You agree debt collectors who violate the FDCPA put law abiding debt collectors at a competitive disadvantage.
5. You have no intention of changing the way you collect debts after learning what you did to the Plaintiffs.
6. You refuse to apologize to the Plaintiffs for your debt collection activities.
7. Nothing prior to this suit being filed prevented you from apologizing to the Plaintiffs.
8. You have never apologized to the Plaintiffs.
9. You told Plaintiffs this debt would be reported on their credit reports.
10. You told Plaintiffs this debt might be reported on their credit reports.
11. You did report this debt to one or more of the consumer reporting agencies.
12. You did not report this debt to one or more of the consumer reporting agencies.

13. You never intended to report this debt to one or more of the consumer reporting agencies.

14. You find that threatening to report a debt to the reporting agencies makes it easier to collect the debt from the person you claim owes the debt.

15. Your fee rate is 25% of what you collect on the account of Plaintiffs.

16. Your fee rate is less than 25% of what you collect on the account of Plaintiffs.

17. Your fee rate is more than 25% of what you collect on the account of Plaintiffs.

18. You cut off and interrupted Plaintiffs in one or more phone calls as they were trying to discuss this debt with you.

19. You told one of the Plaintiffs to shut up during a phone call.

20. You intend to continue collection activities against Plaintiffs.

21. Until this lawsuit was received, you planned on continuing collection activities against Plaintiffs.

Respectfully Submitted,

/s/ John G. Watts
John G. Watts (WAT056)
M. Stan Herring (HER037)
Attorneys for Plaintiff

OF COUNSEL:
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SERVE WITH THE SUMMONS AND COMPLAINT

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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DENNIS KNIGHT and DEBORAH KNIGHT, individuals	)	
Plaintiffs,	)	**CASE NUMBER:**
v.	)	
MERCHANTS ADJUSTMENT SERVICE, INC., et al.,	)	
Defendants.	)	

NOTICE TO TAKE DEPOSITION OF 30(b)(6) CORPORATE REPRESENTATIVE OF MERCHANTS ADJUSTMENT SERVICE, INC. BY VIDEO AND/OR OTHER LAWFUL MEANS

Take notice, that the Plaintiffs will take the deposition (by video and/or other allowable means under the law) of the following entities or individuals pursuant to the Rules of Civil Procedure. The deponent(s) must bring all documents listed in this deposition notice and any attachments, and present the originals of these documents for inspection and copying at the deposition. The deposition will continue until completed.

DEPONANT: **Corporate Representative of Merchants Adjustment Service, Inc.**

DATE: **January 25, 2012**

TIME: **10:00 a.m.**

PLACE: **Watts & Herring, LLC**
The Kress Building
301 19th Street North
Birmingham, AL 35203

Please note that pursuant to the Rules of Civil Procedure 30(b)(5) & (6), this corporate Defendant must designate an individual to testify as to the following matters:

1. The Defendant's investigation into the claims made by Plaintiffs in the Complaint;

2. The methods, practices, techniques and strategies used by Defendant in training their collection employees;

3. The collection methods, practices, techniques and strategies used by Defendant in its efforts to collect debts from any person;

4. The management, supervision, and discipline of all Defendant's collection employees and agents;

5. The details and contents of all Defendant's personnel files of any person who was involved in any collection activities related to Plaintiff's alleged account;

6. The use of alias names by any Defendant and or employee of any Defendant in the collection of accounts;

7. All documentation methods, if any, whether computerized, manual, or other, of all activities undertaken by the Defendant or its employees or agents related to the collection of accounts;

8. The collection account records and notes pertaining to the alleged debt which was being collected by Defendant from Plaintiff and which is the subject matter of this lawsuit;

9. The telephone system(s), local and long distance services used by Defendant and its collection employees and agents in the course of their business or in the course of collecting accounts;

10. The phone systems of Defendant and any monitoring and recording of telephone calls;

11. The telephone system(s), local and long distance services used by Defendant and its employees or agents in the course of their business or in the course of collecting accounts;

12. The long distance telephone provider used to make calls relating to the herein account;

13. The factual basis for the Defendant's Answer;

14. The factual basis for the Defendant's defenses contained in their Answer;
15. The maintenance of procedures by Defendant to avoid violations of the Fair Debt Collection Practices Act;
16. The Defendant's compliance with the Fair Debt Collection Practices Act in its collection businesses;
17. All documents produced to Plaintiff by Defendant in the course of this case;
18. The general nature of the Defendant's businesses;
19. The history, specific details, and resolution of any formal and informal consumer-initiated complaints, Better Business Bureau Complaints, lawsuits, regulatory actions, claims, litigations, mediations, arbitrations, Commerce department actions, or other actions, legal or otherwise, connected to or arising out of Defendants' consumer debt collection activities, in the period from three (3) years prior to the date of this notice to the present;
20. Policies and procedures on apologizing to consumers when you determine you have violated the law against a consumer;
21. Who the Defendant represented while collecting the debt at issue; and
22. All threatened, planned, and/or carried out collection activities of any type against or concerning the Plaintiffs.

DUCES TECUM

PLEASE TAKE FURTHER NOTICE that, the designated representative(s) of Defendant must bring the following documents with them to the deposition:

1. All documents responsive to the Request for Production of Documents and documents related to the topics referenced above.

Respectfully Submitted,

/s/ John G. Watts

John G. Watts (WAT056)
M. Stan Herring (HER037)
Attorneys for Plaintiff

OF COUNSEL:
Watts & Herring, LLC
The Kress Building
301 19th Street North
Birmingham, Alabama 35203
(205) 879-2447
(888) 522-7167 *facsimile*
john@wattsherring.com
stan@wattsherring.com

PLEASE SERVE WITH THE SUMMONS AND COMPLAINT

State of Alabama Unified Judicial System Form C-34 Rev 6/88	SUMMONS - CIVIL -	Case Number: 01-CV-2011-903955.00

IN THE CIVIL COURT OF JEFFERSON, ALABAMA
DENNIS KNIGHT ET AL V. MERCHANTS ADJUSTMENT SERVICE, INC.

NOTICE TO MERCHANTS ADJUSTMENT SERVICE, INC., C/O B.W. SAVAGE 56 N. FLORIDA STREET, MOBILE, AL 36607

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY JOHN GRIFFIN WATTS

WHOSE ADDRESS IS 301 19th Street North, BIRMINGHAM, AL 35203

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.
TO ANY SHERIFF OR ANY PERSONNEL AUTHORIZED by the Alabama Rules of the Civil Procedure:

☐ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant

☑ Service by certified mail of this summons is initiated upon the written request of DENNIS KNIGHT pursuant to the Alabama Rules of the Civil Procedure

11/5/2011 10:16:32 AM — Date

/s ANNE-MARIE ADAMS — Clerk/Register

By ____________

☑ Certified mail is hereby requested

/s JOHN GRIFFIN WATTS — Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on ____________

☐ I certify that I personally delivered a copy of the Summons and Complaint to ____________

____________ in ____________ County, Alabama on ____________

____________ Date

____________ Server's Signature

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MERCHANTS ADJUSTMENT SERVICE, INC.
C/O B.W. SAVAGE
56 N. FLORIDA STREET
MOBILE, AL 36607

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Sheri Nafe ☐ Agent ☐ Addressee

B. Received by (*Printed Name*) SHERI NAFE
C. Date of Delivery 11-10-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

CV-2011-903955Stc

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7010 2780 0002 8185 9655

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FILED IN OFFICE
NOV 1 4 2011
ANNE-MARIE ADAMS
Clerk

ANNE-MARIE ADAMS, CLERK
JEFFERSON COUNTY CIRCUIT COURT
CIVIL DIVISION – ROOM 4
716 NO. RICHARD ARRINGTON BLVD
BIRMINGHAM, ALABAMA 35203

EXHIBIT "B"

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DENNIS KNIGHT and DEBORAH KNIGHT,	)	
Plaintiffs,	)	**Case: CV-2011-903955.00**
MERCHANTS ADJUSTMENT SERVICE, INC., et al.	)	
Defendants.	)	

NOTICE TO CIRCUIT CLERK AND PARTIES OF FILING NOTICE OF REMOVAL

TO: Anne-Marie Adams
Room 400 Jefferson County Courthouse
716 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203

John G. Watts
M. Stan Herring
Watts & Herring, LLC
The Kress Building
301 19th Street North
Birmingham, Alabama 35203
Phone:(205) 879-2447
Fax: (888) 522-7167

YOU ARE HEREBY NOTIFIED of the filing of a Notice of Removal to the United States District Court for the Northern District of Alabama, Southern Division, in the case of *Dennis Knight and Deborah Knight v. Merchants Adjustment Service, Inc.*, Civil Action No. 2011-903955.00, in the Circuit Court of

Jefferson County, Alabama, in accordance with the provisions of 28 U.S.C. § 1446. A copy of the Notice of Removal is attached hereto as Exhibit 1.

DATED this 12 day of December, 2011.

Neal D. Moore, III,
Larry Young, Jr.
Attorneys for Merchants Adjustment Service, Inc.

CERTIFICATE OF SERVICE

This is to certify that on this the 12 day of December 2011, a copy of the forgoing document has been served upon counsel for all parties to this proceeding by the following method:

__X______mailing the same by first-class United States mail, properly addressed and postage pre-paid

__________hand delivery

__________via facsimile

__________ E-File

John G. Watts
M. Stan Herring
Watts & Herring, LLC
The Kress Building
301 19th Street North
Birmingham, Alabama 35203
Phone:(205) 879-2447
Fax: (888) 522-7167

OF COUNSEL

EXHIBIT “C”

ELECTRONICALLY FILED
11/5/2011 10:16 AM
CV-2011-903955.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DENNIS KNIGHT and DEBORAH KNIGHT, individuals

Plaintiffs,

v.

MERCHANTS ADJUSTMENT SERVICE, INC., a Corporation, ; FICTITIOUS DEFENDANTS A, B and C being that person, entity or individual who collected on the Cardiology PC account; FICTITIOUS DEFENDANTS D, E, and F, being that person, entity or individual who negligently hired, trained and supervised the person or entity charged with collecting on the Cardiology PC account; FICTITIOUS DEFENDANTS G, H, and I, being that person, entity or individual who threatened or did cause harm to Plaintiffs including credit reporting; FICTITIOUS DEFENDANTS J, K. and L, being that person, entity or individual who committed the wrongful acts alleged in the Complaint. Names of the Fictitious parties are unknown to the Plaintiffs at this time but will be added by amendment when ascertained,

Defendants.

CASE NUMBER:

COMPLAINT

COME NOW the Plaintiffs, by and through counsel, and for their Complaint against the Defendant state as follows:

1. This action arises out of Defendant's repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"), out of state law violations and out of the invasions of Plaintiffs' personal and financial privacy by the Defendant and its agents in their illegal efforts to collect a consumer debt from Plaintiffs.

2. Congress found it necessary to pass the FDCPA due to rampant abusive practices by dishonorable debt collectors. 15 USC § 1692 is entitled "Congressional findings and declaration of purpose" and it states as follows:

> (a) There is **abundant evidence** of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. **Abusive debt collection practices contribute** to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy**.
> (b) Existing laws and procedures for redressing these injuries are inadequate to protect consumers.
> (c) **Means other than** misrepresentation or other **abusive debt collection practices are available for the effective collection of debts**.
> (d) Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.
> (e) It is the **purpose** of this title to **eliminate abusive debt collection practices** by debt collectors, to **insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged**, and to promote consistent State action to protect consumers against debt collection abuses.

[Emphasis added].

PARTIES

3. Plaintiff Dennis Knight (hereinafter "Plaintiff") is a natural person who is a resident and citizen of Alabama.

4. Plaintiff Deborah Knight (hereinafter "Plaintiff") is a natural person who is a resident and citizen of Alabama.

5. Defendant Merchants Adjustment Service, Inc., ("Merchants Adjustment[1]") is a domestic debt collection firm that engages in the business of debt collection. Its principal place of business is the State of Alabama and it is incorporated in Alabama.

[1] "Merchants Adjustment" or "Defendant" means all named defendants and all fictitious defendants.

6. FICTITIOUS DEFENDANTS A, B and C being that person, entity or individual who collected on the Cardiology PC account; FICTITIOUS DEFENDANTS D, E, and F, being that person, entity or individual who negligently hired, trained and supervised the person or entity charged with collecting on the Cardiology PC account; FICTITIOUS DEFENDANTS G, H, and I, being that person, entity or individual who threatened or did cause harm to Plaintiffs including credit reporting; FICTITIOUS DEFENDANTS J, K. and L, being that person, entity or individual who committed the wrongful acts alleged in the Complaint. Names of the Fictitious parties are unknown to the Plaintiffs at this time but will be added by amendment when ascertained.

FACTUAL ALLEGATIONS

7. Plaintiffs allegedly incurred a financial obligation that was primarily for personal, family or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

8. The alleged debt at issue relates to a medical bill incurred by Dennis Knight.

9. The medical bill meets the definition of personal or household debt.

10. Merchants Adjustment took the position that Deborah Knight was responsible for paying this bill and therefore Deborah Knight, along with her husband Dennis Knight, is a consumer under the FDCPA.

11. Merchants Adjustment instituted a deliberate and premeditated plan of abusive collection practices against Plaintiffs.

12. The collection efforts by Merchants Adjustment have occurred within the last 12 months against Plaintiffs.

13. Plaintiffs were particularly disturbed by the collection activities, which included a letter and a large number of annoying and harassing phone calls from Merchants Adjustment.

14. Plaintiffs do not know the identities of the individual debt collectors who violated their rights but will add such individuals when provided this information in the initial discovery responses of Merchants Adjustment.

15. A "Mr. Pete" was the primary collector calling but he never revealed his full or true identity, but he will be added as a Defendant as soon as his identity is learned.

16. During phone calls, Merchants Adjustment has been rude and abusive and has interrupted the Plaintiffs while the Plaintiffs have attempted to explain their financial situation.

17. Merchants Adjustment has told Plaintiffs to "shut up" when Plaintiffs tried to speak with Merchants Adjustment.

18. The medical bill was not submitted to insurance by the medical provider for at least a year and this contributed to the alleged delinquent state of the debt.

19. Plaintiffs were paying on the debt but Plaintiff Dennis Knight became very ill and missed approximately six (6) weeks of work, which further contributed to Plaintiffs' financial situation.

20. Merchants Adjustment has not wanted to hear any explanation from Plaintiffs but, instead, insists that Plaintiffs must pay this debt immediately.

21. Merchants Adjustment has been abrasive, rude, and has used harsh language against Plaintiffs, as well as repeatedly calling to annoy and harass Plaintiffs.

22. Due to the harassing conduct of Merchants Adjustment, Plaintiffs were forced to use a credit card to pay $500.00 which put the credit card over the limit.

23. This was a desperate attempt to get Merchants Adjustment to stop its abuse of Plaintiffs.

24. In this, Plaintiffs failed as the abuse intensified.

25. All of the collection efforts by Merchants Adjustment have been intentional and deliberate.

26. These collection efforts have not been haphazard.

27. Merchants Adjustment has refused to apologize to the Plaintiff in writing for its collection conduct.

28. Merchants Adjustment has refused to apologize orally to the Plaintiff for its collection conduct.

29. Indeed, Merchants Adjustment feels no remorse or sorrow for the way in which it has treated Plaintiff.

30. Merchants Adjustment intends to continue collection activities against Plaintiffs.

31. Until this lawsuit was received, Merchants Adjustment planned on continuing collection activities against Plaintiffs.

32. Merchants Adjustment admits that the Plaintiffs are consumers under the FDCPA, Section 1692a(3).

33. Merchants Adjustment admits that the alleged debt qualifies as household or personal debt under the FDCPA, Section 1692a(5).

34. Merchants Adjustment admits that it is a debt collector under the FDCPA (Section 1692a(6)) with respect to its conduct towards the Plaintiffs.

35. Merchants Adjustment refuses to properly and full identify itself and give proper disclosures in all of its communications with Plaintiffs, all of which are required by 1692d(c), 1692e(11) and 1692e(14).

SUMMARY

36. All of the above-described collection communications made to Plaintiff by Merchants Adjustment and collection agents of Merchants Adjustment were made in violation of the FDCPA.

37. Merchants Adjustment violated numerous sections of the FDCPA, including, but not limited to: 1692d, 1692d(2), 1692d(5), 1692d(6), 1692e, 1692e(2), 1692e(10), 1692e(11), 1692e(14), and 1692f.

38. The above-detailed conduct by Merchants Adjustment of harassing Plaintiffs in an effort to collect this debt was also an invasion of Plaintiffs' privacy and resulted in actual damages to the Plaintiffs.

39. The above detailed conduct by Merchants Adjustment reflects its knowledge and appreciation for the harm that would naturally and likely happen to Plaintiffs and with full knowledge thereof Merchants Adjustment willfully, maliciously, recklessly, and/or negligently undertook its actions and it was successful in causing the harm to the Plaintiffs that Merchants Adjustment wanted to cause.

40. This abusive collection by Merchants Adjustment and its agents caused Plaintiffs stress and anguish.

41. Merchants Adjustment's attempts to collect this debt from Plaintiffs and refusal to stop violating the law was an invasion of Plaintiffs' privacy and Plaintiffs' right to be left alone.

42. Plaintiffs have suffered actual damages as a result of these illegal collection communications by Merchants Adjustment in the form of anger, anxiety, emotional distress, fear, frustration, damage to reputation, upset, humiliation, embarrassment, amongst other negative emotions,

as well as suffering from unjustified and abusive invasions of personal privacy, which was due to the illegal conduct of Merchants Adjustment.

43. The only way that abusive debt collectors like Merchants Adjustment will stop their abusive practices towards consumers is by a jury verdict fully compensating Plaintiffs for the harm done to Plaintiff and by a significant punitive damage award.

44. A significant punitive damage award will get the attention of Merchants Adjustment and other abusive debt collectors so that they will realize that it no longer makes economic sense to abuse consumers and to gain an unfair competitive advantage over honorable, law abiding collectors.

45. A full compensatory damage award and a full punitive damage award will accomplish the goals of Congress in passing the FDCPA - stop abusive collection practices against consumers and prevent dishonorable debt collectors from having an unfair advantage over collectors that operate within the boundaries of the law.

RESPONDEAT SUPERIOR LIABILITY

46. The acts and omissions of Merchants Adjustment's agents who communicated with Plaintiffs as more further described herein, were committed within the line and scope of their agency relationship with their principal Merchants Adjustment.

47. The acts and omissions by these other debt collectors were incidental to, or of the same general nature as, the responsibilities these agents were authorized to perform by Merchants Adjustment in collecting consumer debts.

48. By committing these acts and omissions against Plaintiffs, these other debt collectors were motivated to benefit their principal Merchants Adjustment.

49. Merchants Adjustment is therefore liable to Plaintiffs through the doctrine of Respondeat Superior for the wrongful, intentional, reckless, and negligent acts, errors, and omissions done in violation of state and federal law by its collection employees, including but not limited to violations of the FDCPA and Alabama tort law, in their attempts to collect this debt from Plaintiff.

50. Merchants Adjustment negligently and/or wantonly and/or hired, retained, trained or supervised incompetent debt collectors and are thereby responsible to the Plaintiff for the wrongs committed against Plaintiff and the damages suffered by Plaintiff.

CAUSES OF ACTION

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692 et seq.

51. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

52. The acts and omissions of Merchants Adjustment and its agents constitute numerous and multiple violations of the FDCPA with respect to the Plaintiffs including, but not limited to the following: 1692d, 1692d(2), 1692d(5), 1692d(6), 1692e, 1692e(2), 1692e(10), 1692e(11), 1692e(14), and 1692f.

53. As a result of Merchants Adjustment's violations of the FDCPA, Plaintiffs are entitled to statutory damages; actual and compensatory damages; and reasonable attorney's fees, expenses and costs.

COUNT II.

INVASION OF PRIVACY

54. Plaintiffs incorporate by reference all of the paragraphs of this Complaint as though fully stated herein.

55. Alabama law recognizes Plaintiffs' right to be free from invasions of privacy and Merchants Adjustment violated Alabama state law as described in this Complaint.

56. Congress explicitly recognized a consumer's inherent right to privacy in collection matters in passing the Fair Debt Collection Practices Act, when it stated as part of its findings:

> **Abusive debt collection practices contribute** to the number of personal bankruptcies, to marital instability, to the loss of jobs, and **to invasions of individual privacy.**

15 U.S.C. § 1692(a) (emphasis added).

57. Congress further recognized a consumer's right to privacy in financial data in passing the Gramm Leech Bliley Act, which regulates the privacy of consumer financial data for a broad range of "financial institutions" including debt collectors (albeit without a private right of action), when it stated as part of its purposes:

> It is the policy of the Congress that **each financial institution has an affirmative and continuing obligation to respect the privacy of its customers** and to protect the security and confidentiality of those customers' nonpublic personal information.

15 U.S.C. § 6801(a) (emphasis added).

58. Merchants Adjustment and/or its agents intentionally, recklessly, and/or negligently interfered, physically or otherwise, with the solitude, seclusion and or private concerns or affairs of the Plaintiffs, namely, by repeatedly and unlawfully attempting to collect a debt and thereby invaded Plaintiffs' privacy.

59. Merchants Adjustment and its agents intentionally, recklessly, and/or negligently caused emotional harm to Plaintiffs by engaging in highly offensive conduct in the course of collecting this debt, thereby invading and intruding upon Plaintiffs' right to privacy.

60. Plaintiffs had a reasonable expectation of privacy in Plaintiffs' solitude, seclusion, private concerns or affairs, and private financial information.

61. The conduct of Merchants Adjustment and its agents, in engaging in the above-described illegal collection conduct against Plaintiffs, resulted in multiple intrusions and invasions of privacy by Merchants Adjustment which occurred in a way that would be highly offensive to a reasonable person in that position.

62. The conduct of Merchants Adjustment went beyond the bounds of reasonableness in the collection of the alleged debt for all of the reasons asserted in this Complaint and based upon the evidence which will be presented at trial.

63. As a result of such intrusions and invasions of privacy, Plaintiffs are entitled to actual damages in an amount to be determined at trial from Merchants Adjustment.

64. All acts of Merchants Adjustment and its agents and/or employees were committed with malice, intent, wantonness, and/or recklessness and as such Merchants Adjustment is subject to punitive damages.

COUNT III.

NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING, TRAINING AND SUPERVISION OF INCOMPETENT DEBT COLLECTORS

65. Plaintiffs incorporate by reference all of the paragraphs of this Complaint as though fully stated herein.

66. Merchants Adjustment negligently, wantonly, and/or intentionally hired, retained, trained, or supervised incompetent debt collectors, who were allowed or encouraged to violate the

law as was done to Plaintiffs, and are thereby responsible to the Plaintiffs for the wrongs committed against Plaintiffs and the damages suffered by Plaintiffs.

67. Had Merchants Adjustment hired competent debt collectors, the violations described in this Complaint would not have occurred.

68. Had Merchants Adjustment properly trained and/or supervised the debt collectors, the violations described in this Complaint would not have occurred.

69. The Merchants Adjustment carried out its hiring, supervision and training activities in a negligent manner and also in a reckless, malicious, and/or intentional manner.

70. Merchants Adjustment knew that the actions it was taking against the Plaintiffs would likely, and certainly, cause the exact type of injuries and damages that Plaintiffs suffered at the hands of the Merchants Adjustment.

COUNT IV

NEGLIGENT, WANTON, AND INTENTIONAL CONDUCT

71. All paragraphs of this Complaint are expressly adopted and incorporated herein as if fully set forth herein.

72. Merchants Adjustment owes a duty to anyone it comes in contact with to act reasonably so as to not unreasonably cause harm.

73. Merchants Adjustment owes a duty to consumers against whom it is collecting to act reasonably.

74. All of the actions described in this Complaint demonstrate that Merchants Adjustment did not act reasonably towards the Plaintiffs.

75. Merchants Adjustment, by its described conduct, breached its duty to act reasonably towards Plaintiffs.

76. Merchants Adjustment proximately caused injuries and damages to Plaintiffs which were of the precise nature that Merchants Adjustment anticipated causing when it breached its duty to act reasonably.

77. Merchants Adjustment knew, or should have known, that its conduct was likely to lead to the Plaintiffs' injuries yet it acted despite this knowledge.

78. Merchants Adjustment acted with full knowledge and with the design and intent to cause harm to Plaintiffs.

79. Merchants Adjustment was successful in its design, intent, and plan to cause harm to Plaintiffs and this is the corporate policy of Merchants Adjustment when dealing with consumers who do not pay debts that Merchants Adjustment alleges are owed.

80. Merchants Adjustment acted with negligence, malice, wantonness, recklessness, and/or intentional conduct in its dealings with and about Plaintiffs as set forth in this Complaint.

81. Merchants Adjustment violated all of the duties Merchants Adjustment had and such violations were made intentionally, willfully, recklessly, maliciously, wantonly, and negligently.

82. It was foreseeable, and Merchants Adjustment did in fact foresee it, the actions of the Merchants Adjustment would lead and did lead to the exact type of harm suffered by Plaintiffs.

83. Merchants Adjustment acted with negligence, malice, wantonness, recklessness, and/or intentional conduct in its dealings with and about Plaintiffs as set forth in this Complaint.

84. Merchants Adjustment invaded the privacy of Plaintiffs as set forth in Alabama law.

85. Such negligence, malice, wantonness, recklessness, willfulness, and/or intentional conduct proximately caused the damages set forth in this complaint.

86. As a result of this conduct, action, and inaction of Merchants Adjustment, Plaintiffs have suffered damage as set forth in this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that judgment be entered against Merchants Adjustment:

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. § 1692 et seq.

- for an award of actual and/or compensatory damages;
- for an award of statutory damages;
- for an award of expenses, costs of litigation and reasonable attorney's fees; and
- for such other and further relief as may be just and proper.

COUNT II.

INVASION OF PRIVACY

- for an award of actual damages from Merchants Adjustment for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent state law violations in an amount to be determined at trial for Plaintiffs;
- punitive damage; and
- for such other and further relief as may be just and proper.

COUNT III.

NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING, TRAINING AND SUPERVISION OF INCOMPETENT DEBT COLLECTORS

- for an award of actual damages from Merchants Adjustment for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent violations of state law in an amount to be determined at trial for Plaintiffs;

- punitive damage; and
- for such other and further relief as may be just and proper.

COUNT IV.

NEGLIGENT, WANTON, AND INTENTIONAL CONDUCT

- for an award of actual damages from Merchants Adjustment for the all damages including emotional distress suffered as a result of the intentional, reckless, and/or negligent violations of state law in an amount to be determined at trial for Plaintiffs;
- punitive damages; and
- for such other and further relief as may be just and proper.

Respectfully Submitted,

/s/ John G. Watts
John G. Watts (WAT056)
M. Stan Herring (HER037)
Attorneys for Plaintiffs

OF COUNSEL:
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The Kress Building
301 19th Street North
Birmingham, Alabama 35203
(205) 879-2447
(888) 522-7167 *facsimile*
john@wattsherring.com
stan@wattsherring.com

PLAINTIFFS DEMAND A TRIAL BY JURY IN THIS CAUSE.

/s/ John G. Watts
Attorney for Plaintiffs

Serve defendant via certified mail at the following address:

Merchants Adjustment Service, Inc.
c/o B.W. Savage
56 N. Florida Street
Mobile, Alabama 36607